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6 *Attorneys for the United States*

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8
9 **UNITED STATES DISTRICT COURT**
DISTRICT OF NEVADA

10
11 UNITED STATES OF AMERICA,

12 Plaintiff,

13 v.

14 \$59,000.00 IN UNITED STATES
15 CURRENCY,

16 Defendant.

3:21-CV-173-HDM-CLB

**Settlement Agreement for Entry of
Judgment of Forfeiture as to
Ian Hunter Anderson and Order**

17
18 The United States and Ian Hunter Anderson and his counsel, Lee T. Hotchkin,
19 agree as follows:

20 1. This case is a civil forfeiture action seeking to forfeit \$59,000 under 18 U.S.C.
21 § 981(a)(1)(C) and 21 U.S.C. § 881(a)(6).

22 2. Ian Hunter Anderson knowingly and voluntarily agrees to the civil judicial
23 forfeiture of the \$59,000.

24 3. Ian Hunter Anderson knowingly and voluntarily agrees to forfeit the \$59,000.

25 4. Ian Hunter Anderson knowingly and voluntarily agrees to relinquish all
26 rights, title, and interest in the \$59,000.

27 5. Ian Hunter Anderson knowingly and voluntarily agrees to waive his right to
28 any civil judicial forfeiture proceedings (proceedings) concerning the \$59,000.

1 6. Ian Hunter Anderson knowingly and voluntarily agrees to waive service of
2 process of any and all documents filed in this action or any proceedings concerning the
3 \$59,000 arising from the facts and circumstances of this case.

4 7. Ian Hunter Anderson knowingly and voluntarily agrees to waive any further
5 notice to him, his agents, or his attorney regarding the forfeiture and disposition of the
6 \$59,000.

7 8. Ian Hunter Anderson knowingly and voluntarily agrees not to file any claim,
8 answer, petition, or other documents in any proceeding concerning the \$59,000.

9 9. Ian Hunter Anderson knowingly and voluntarily agrees to withdraw any
10 claims, answers, counterclaims, petitions, or other documents he filed in any proceedings
11 concerning the \$59,000.

12 10. Ian Hunter Anderson knowingly and voluntarily agrees to waive the statute
13 of limitations, the CAFRA requirements, Supplemental Rules for Admiralty or Maritime
14 Claims and Asset Forfeiture Actions A, C, E, and G, 18 U.S.C. § 983, the constitutional
15 requirements, and the constitutional due process requirements of any forfeiture proceedings
16 concerning the \$59,000.

17 11. Ian Hunter Anderson knowingly and voluntarily agrees to waive his right to
18 a trial on the forfeiture of the \$59,000.

19 12. Ian Hunter Anderson knowingly and voluntarily agrees to waive (a) all
20 constitutional, legal, and equitable defenses to, (b) any constitutional or statutory double
21 jeopardy defense or claim concerning, and (c) any claim or defense under the Eighth
22 Amendment to the United States Constitution, including, but not limited to, any claim or
23 defense of excessive fines or cruel and unusual punishments in any proceedings concerning
24 the \$59,000.

25 13. Ian Hunter Anderson knowingly and voluntarily agrees to the entry of a
26 Judgment of Forfeiture of the \$59,000 to the United States.

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1 14. Ian Hunter Anderson understands that the forfeiture of the \$59,000 shall not
2 be treated as satisfaction of any assessment, restitution, fine, cost of imprisonment, or any
3 other penalty that may be imposed on Ian Hunter Anderson in addition to forfeiture.

4 15. Ian Hunter Anderson knowingly and voluntarily agrees to the conditions set
5 forth in this Settlement Agreement for Entry of Judgment of Forfeiture as to Ian Hunter
6 Anderson and Order (Settlement Agreement).

7 16. Ian Hunter Anderson knowingly and voluntarily agrees to hold harmless the
8 United States, the United States Department of Justice, the United States Attorney's Office
9 for the District of Nevada, the Drug Enforcement Administration, the Nevada Highway
10 Patrol, the Reno Police Department, the Washoe County Sheriff's Office, the Sparks Police
11 Department, the Department of the United States Treasury, and their agencies, their
12 agents, and their employees from any claim made by Ian Hunter Anderson or any third
13 party arising out of the facts and circumstances of this case.

14 17. Ian Hunter Anderson knowingly and voluntarily releases and forever
15 discharges the United States, the United States Department of Justice, the United States
16 Attorney's Office for the District of Nevada, the Drug Enforcement Administration, the
17 Nevada Highway Patrol, the Reno Police Department, the Washoe County Sheriff's
18 Office, the Sparks Police Department, the Department of the United States Treasury, and
19 their agencies, their agents, and their employees from any and all claims, rights, or causes
20 of action of any kind that Ian Hunter Anderson now has or may hereafter have on account
21 of, or in any way growing out of, the seizures and the forfeitures of the property in the civil
22 judicial forfeiture.

23 18. Ian Hunter Anderson knowingly and voluntarily acknowledges,
24 understands, and agrees that (a) federal law requires the Department of the United States
25 Treasury and other disbursing officials to offset federal payments to collect delinquent tax
26 and non-tax debts owed to the United States and to individual states (including past-due
27 child support); (b) if an offset occurs to the payment to be made pursuant to this agreement,
28 they will receive a notification from the Department of the United States Treasury at the

1 last address provided by them to the governmental agency or entity to whom the offset
2 payment is made; (c) if they believe the payment may be subject to an offset, they may
3 contact the Treasury Department at 1-800-304-3107; (d) the terms of this settlement do not
4 affect the tax obligations fines, penalties, or any other monetary obligations owed to the
5 United States or an individual state; and (e) the exact sum delivered to Lee T. Hotchkin, on
6 behalf of him, may well be a lesser sum, if the Treasury Offset Program reduces the amount
7 in satisfaction of a debt obligation.

8 19. After the property is forfeited in the civil case and the United States District
9 Court has signed the Settlement Agreement concerning the property, within a practicable
10 time thereafter for the United States, the United States agrees to release to Ian Hunter
11 Anderson one payment of \$20,000.00 less any debt owed to the United States, any agency
12 of the United States, or any debt in which the United States is authorized to collect,
13 through Lee T. Hotchkin. Ian Hunter Anderson knowingly and voluntarily agrees to fill
14 out the Department of the United States Treasury Automated Clearing House (ACH) form
15 accurately and correctly and submit it to the United States Attorney's Office so that the
16 payment of the money can be disbursed by electronic fund transfer. Ian Hunter Anderson
17 knowingly and voluntarily agrees the \$20,000.00 may be offset by any debt owed to the
18 United States, any agency of the United States, or any debt in which the United States is
19 authorized to collect.

20 20. Each party acknowledges and warrants that its execution of the Settlement
21 Agreement is free and is voluntary.

22 21. The Settlement Agreement contains the entire agreement between the parties.

23 22. Except as expressly stated in the Settlement Agreement, no party, officer,
24 agent, employee, representative, or attorney has made any statement or representation to
25 any other party, person, or entity regarding any fact relied upon in entering into the
26 Settlement Agreement, and no party, officer, agent, employee, representative, or attorney
27 relies on such statement or representation in executing the Settlement Agreement.
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1 23. The persons signing the Settlement Agreement warrant and represent that
2 they have full authority to execute the Settlement Agreement and to bind the persons
3 and/or entities, on whose behalf they are signing, to the terms of the Settlement
4 Agreement.

5 24. This Settlement Agreement shall be construed and interpreted according to
6 federal forfeiture law and federal common law. The jurisdiction and the venue for any
7 dispute related to, and/or arising from, this Settlement Agreement is the unofficial
8 Northern Division of the United States District Court for the District of Nevada, located in
9 Reno, Nevada.

10 25. Each party shall bear his or its own attorneys' fees, expenses, costs, and
11 interest.

12 26. This Settlement Agreement shall not be construed more strictly against one
13 party than against the other merely by virtue of the fact that it may have been prepared
14 primarily by counsel for one of the parties; it being recognized that both parties have
15 contributed substantially and materially to the preparation of this Settlement Agreement.

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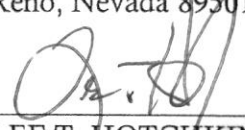
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1 IT IS HEREBY CERTIFIED, pursuant to 28 U.S.C. § 2465(a)(2), that there was
2 reasonable cause for the seizure and forfeiture of the \$59,000.

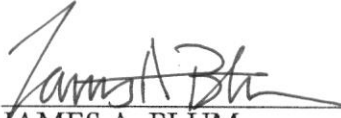
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4 Dated: 6/28/21

5 HOTCHKIN LAW
6 50 West Liberty Street
7 Suite 207
8 Reno, Nevada 89501

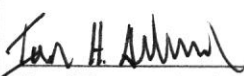
9 
10 LEE T. HOTCHKIN, ESQ.
11 Counsel for Ian Hunter Anderson

Dated: 07/07/21


CHRISTOPHER CHIOU
Acting United States Attorney


JAMES A. BLUM
Assistant United States Attorney
Attorneys for the United States

12 Dated: 8/24/2021

13 
14 Ian Hunter Anderson

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19 IT IS SO ORDERED:

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22 HOWARD D. MCKIBBEN
23 UNITED STATES DISTRICT JUDGE

24 DATED: July 8, 2021
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